



Request for Proposal 10-X-21025

For: Foods: Perishable – Meat: Cured, Fresh, & Frozen - DSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/02/09	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	07/23/09	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
(<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Distribution & Support Services
1620 Stuyvesant Ave.
W. Trenton, NJ 08625

Date: 06/16/09

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**IMPORTANT NOTICE -
NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Contractor Certification and Disclosure of Political Contributions form and instructions are available at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey Distribution & Support Services. The purpose of this RFP is to solicit bid proposals for Meats, Veal/Beef Steaks, Ham, Pork roll, Roast/Corned Beef, and Meatballs which will be made available and delivered by the Contractor to Distribution & Support Services (DSS).

The intent of this RFP is to award (a) contract(s) to that (those) responsible bidder(s) whose bid proposals, conforming to this RFP is (are) most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the Foods: Perishable – Meat: Cured, Fresh, & Frozen - DSS term contract, presently due to expire on 08/31/09. Bidders interested in the current contract specifications and pricing information may review the current contract T# 1105 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders must not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR

PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau are available on the web at <http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE BID NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

If no negotiations are contemplated, after bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the

common law. Should the State, in advance of bid opening, determine to enter into negotiations with bidder(s), bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefor.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, all information concerning the bid proposals submitted may be publicly announced and those bid proposals, except for information appropriately designated as confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting bid proposals will be announced and the contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit

Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Bid Review Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

DSS – Distribution & Support Services

QAL – Quality Assurance Lab at DSS

ARO – After receipt of purchase order.

QPL- Qualified Product List: QPL is a list of products that, (because of the length of time required for analysis and evaluation), have been researched and/or tested in advance of procurement to determine which suppliers, model number or brand names [of goods or products] comply with the specification needs. Vendors may submit products for consideration for inclusion as a QPL item for future bidding opportunities subsequent to contract award and prior to issuance of the next RFP. For the current bid received, only offerings matching the requested QPL will be considered responsive for line items #00006 through #00008 only.

Conversely:

If a manufacturer's previously approved brand and item is found to not meet technical specifications during the course of the contract, that manufacturer's brand may be removed from the approved brands list of the next RFP and the contract may be cancelled if another approved brand cannot be supplied. Also, as per section 4.4.4.2 (Samples/Sample Testing) of the RFP, approved brands may be tested to determine compliance with technical specifications. If an approved brand is tested and found to not (no longer) meet technical specifications, the bid proposal for the affected item will be rejected.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL INFORMATION:

3.1.1 ITEM DESCRIPTION / ESTIMATED QUANTITIES:

This section provides information for contractors to deliver Meats, Perishable – Cured, Fresh, & Frozen, in quantities as specified on the attached pricing sheet directly to DSS at the following address:

Department of the Treasury
Distribution & Support Services
1620 Stuyvesant Avenue
West Trenton, New Jersey 08625-0234

The price sheet may be accessed and printed out by clicking on the appropriate link on the Purchase Bureau webpage for this RFP.

For the purposes of this RFP, some grading and/or technical specifications for each item are also found on the RFP price sheet line items. These “line item” specifications are part of the entire RFP document which constitutes the contract to be entered into with the successful bidder.

The RFP line items listed on the price sheet of this RFP consist of Veal/Beef Steaks, Ham, Pork roll, Roast/Corned Beef, and Meatballs.

The items listed on the price sheets of this RFP are estimated quantities based upon previous sales for the period of the contract (six months).

***The estimated quantities are based on prior purchases and are to be used for information purposes only. The estimated quantities shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.**

See Section 4.4.7 for Method of Bidding and Price Sheet Instructions.

3.2 DELIVERY REQUIREMENTS

Delivery times greater than 30 days ARO (after receipt of order) will not be considered.

3.3 DELIVERIES AND INVOICING

Orders from any contract awarded as a result of this solicitation will be placed in the estimated order quantities listed on each price line item description. Purchase orders will be faxed to contractors in advance. Original purchase orders including payment vouchers will be mailed to contractors. Payment vouchers must be submitted to DSS Accounts Payable for payment.

3.4 USDA CERTIFICATION

The bidder must refer to product specifications contained in this section and/or in the price line item description for any USDA requirements.

3.5 ADDITIONAL REQUIREMENTS

3.5.1 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at DSS.

- 3.5.2 Items that are floor loaded upon delivery must be transferred to 48" x 40" four-(4) way grocery pallet by the carrier truck driver before delivery will be accepted.
- 3.5.3 Items that are delivered on other than 48" x 40" four-(4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.
- 3.5.4 Pallet exchange is available.
- 3.5.5 Segregation of product is required (when applicable).
- 3.5.6 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.
- 3.5.7 Full pallets must be broken down to a maximum 65 inches in height by the carrier driver.
- 3.5.8 The contractor must deliver quantities awarded and ordered. The contractor cannot change quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint to the Contract Compliance and Audit Unit of the Division.
- 3.5.9 Prices submitted shall be net, FOB Destination for platform (dock) delivery to DSS only in the minimum quantity indicated in each line item description.
- 3.5.10 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from the DSS premises at contractor expense.
- 3.5.11 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing. DSS reserves the right to cancel all or part of any such order and purchase the item or items elsewhere.
- 3.5.12 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the State reserves the right to cancel all outstanding orders.
- 3.5.13 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase product elsewhere, charging any increase in price or handling to the contractor.
- 3.5.14 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for use. Presence of any of these conditions will be cause for complete rejection of the delivery. All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at 0 degrees Fahrenheit or below.

- 3.5.15 Damaged Goods Upon Delivery: Shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS.
- 3.5.16 Unloading Time Limit: Once started, the unloading process may not extend beyond a three (3) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this three (3) hour unloading period has expired.
- 3.5.17 Delivery due dates are indicated for each item ordered on each PO issued and will take vendors ARO delivery requirement into account. Delivery may be made from Monday through Friday (excluding state holidays) from 7:30 AM on but must arrive in time for delivery to be completed by no later than 3:00 PM. No delivery appointments, trucks will be unloaded on a first come, first serve basis.
- 3.5.18 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

The contractor shall provide, for each delivery, a receipt showing the items being delivered and DSS purchase order number. When a contractor delivers to DSS, it shall obtain proof of delivery signed by an authorized employee of the receiving unit or location. This proof of delivery must accompany the contractor's invoice submitted for payment.

- 3.5.19 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements set forth herein. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.
- 3.5.20 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two adjacent sides so that palletized cartons may be easily identified. In addition to bid proposal specification requirements, the following must be included:

Contents (industry standard item description)
State contract number

Cartons not complying with all marking requirements at time of delivery may be refused and returned at contractor's expense. No marking of post delivery cartons will be permitted at DSS.

- 3.5.21 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS.
- 3.5.22 Required Block Patterns:

3.5.22.1 Cases of 6/#10 cans must be palletized in 8 block, 7 high configuration before delivery can be accepted.

- 3.5.22.2 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.
- 3.5.22.3 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.
- 3.5.22.4 Standards for height and block patterns can be obtained by calling DSS prior to delivery.

3.5.23 USDA Requirements (If required in this RFP and specified in Section 3.0 Scope of Work):

- 3.5.23.1 Product offered shall be of the latest season's pack available as of the effective (start) date of the contract. References for determining latest season's pack and shelf life are:

- 3.5.23.1.1 USDA Seasonal Marketing Guide for Fresh Fruits and Vegetables (Latest Edition).

- 3.5.23.1.2 USDA Handbook-Usual Planting and Harvesting Date in Principal Producing Areas (Latest Edition).

- 3.5.23.1.3 USDA Handbook-Fruits and Tree Nuts: Blooming, Harvesting and Harvesting Dates (Latest Edition).

- 3.5.23.1.4 USDA File Code:145-A-3: Requirements for "Latest Season Pack".

- 3.5.23.1.5 Department of Defense (DOD) Publication - DOD 4145.19-R-1 Storage and Materials Handling.

Contractor/packers will be required to make such records available to the USDA inspector/grader as may be necessary to document and confirm the month and year of pack. General statements, such as a letter from the contractor/packer indicating that the product is of "latest season pack", will not be acceptable unless the month and year of the pack is included in such letter or statement.

- 3.5.23.2 The bidders awarded contracts for items which require USDA inspection and certification must forward copies of all specifications, terms and conditions and item descriptions from the original specifications to the entity which is preparing the item for inspection, certification and delivery. Failure to forward this information may delay USDA certification and in turn delay delivery to DSS. Failure to comply with this requirement may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

- 3.5.23.3 For all shipments (canned, dried or frozen) requiring certificates of grading (USDA –USDC) the certificate must accompany each delivery to DSS. Goods delivered without required certification may be rejected at vendor's expense.

Official USDA roll stamping on each case is also required for all shipments that require a USDA grading certificate. If shipment arrives with case stamping but no certification it will be placed on hold for a maximum of three (3) working days pending fax receipt of appropriate certificate. Failure to provide acceptable certification within 3 working days will result in this conditional acceptance being revoked and storage charges being assessed commencing on the fourth (4th)

day and continuing until the shipment is removed from DSS premises. Cash discount terms will be predicated on the date that the delayed certification is received. All costs of inspection and certification will be paid by the vendor.

3.5.23.4 The bidder's signature on the front page of this solicitation will verify and acknowledge that the bidder has ready access to and will provide USDA grading, certification and case stamping as required in each line item description.

3.5.24 Nutritional Data Sheets

The contractor must furnish nutritional data sheets of awarded items to DSS within five (5) days of contract award. Failure to do so may result in a formal complaint being filed for nonconformance. The contractor is to fax the nutritional data sheets to the attention of:

Mr. Kevin Ryan, Chief of Quality Assurance at DSS
Fax #609-530-3586

3.6 TECHNICAL SPECIFICATIONS

3.6.1 VEAL STEAKS, BREADED, FROZEN (LINE ITEM #00001)

NEW JERSEY SPECIFICATION NO. 2950-08-01

Scope:

This specification covers frozen breaded veal steaks that are flaked, formed and breaded.

The meat shall be from veal and/or calf slaughtered in, and the finished product shall be prepared and handled in an establishment(s) regularly operated under the meat and poultry inspection regulations of the USDA except that the packed veal steaks may be frozen and stored in commercial cold storage warehouses operated in accordance with the meat and poultry inspection regulations, of the USDA. The plant must have an approved USDA-HAACP guideline plan being utilized routinely for all beef products processed within the plant.

Inspection examination and compliance:

On receipt of the product, Q.A. inspector or Using Agency shall draw the sample for analysis. Quality assurance of the product shall be determined by N.J. Quality Assurance Laboratory which will analyze the product and determine compliance with RFP specifications.

Contractor's responsibility:

Examination and acceptance by N.J. Quality Assurance Laboratory shall not relieve contractors of their obligation and responsibility to deliver a product complying with all requirements of this specification. The contractor shall assure product compliance prior to submitting it to the State of New Jersey or Using Agency for any examination.

Material:

Veal and/or calf shall be the only meat ingredient used and shall be accepted in the fresh- chilled state. Veal and/or calf may be derived from any combination of carcasses, quarters, and/or recognizable primal cuts (square-cut shoulders, racks, loins, or legs) which qualify for the U.S. standard quality grade or higher. At the option of the contractor, any combination of the racks, loins, breasts, flanks, or fore shanks may be removed from carcasses and/or quarters. All veal and/or calf destined for use in the product shall be in excellent condition; i.e., exposed lean and fat surfaces shall be of a color and bloom normally associated with the class, grade, and cut of

meat, and typical of meat which has been properly stored and handled. Cut surfaces and naturally exposed lean surfaces shall show no more than slight darkening or discoloration due to dehydration, aging and/or microbial activity. The fat shall show no discoloration due to oxidation or microbial activity. No odors foreign to fresh meat shall be present. Changes in color and odors characteristically associated with vacuum packaged meat in excellent condition shall be acceptable. Also, the veal and/or calf shall show no evidence of freezing, defrosting, or mishandling.

Boning and Trimming:

The veal and/or calf shall be made completely boneless and have the following removed and excluded:

The heavy opaque connective tissue on the surface of the outside round adjacent to the knuckle. Ligaments including back strap (ligamentum nuchae).

The tendinous ends of shanks, clods, knuckles, and bottom rounds to the point where a cross-sectional cut exposes at least 75 percent lean tissue.

The membranous covering on skirts, flanks, hanging tenders, and the abdominal section of short plates.

The major lymph glands, i.e., prefemoral in the flank; popliteal in the round, prescapular in the chuck.

Thymus glands and heart fat.

Cartilage.

Kidneys.

Pizzle eyes.

Bruises, blood clots, and discolored meat including neck meat discolored with blood.

Major blood vessels.

Dehydrated surfaces.

Cod, udder, kidney and pelvic fat.

Formulation:

The formulation may be based on either bone-in or boneless weights as declared prior to the boning operation. The product may be produced from veal and/or calf. In either case, not less than 50 percent of the formulation shall be from any one or any combination of primal cuts (square-cut chucks, racks, trimmed loins, or legs) and the remaining 50 percent or less may be from any combination of rough cuts (fore shanks, flanks, or breasts). Veal and/or calf may be offered for formulation in the form of carcasses, sides, quarters, or cuts. Primal cuts which have had a slight amount of bruised meat fully removed will be acceptable.

Primal cuts which have had more than a slight amount of lean removed, and are therefore ineligible to be included in the formulation as primal cuts, may be included as rough cuts. Boneless meat origination from primal cuts and rough cuts shall be thoroughly blended prior to further processing.

Acceptability of product shall be determined by Quality Assurance Laboratory or Using Agency. Products containing foreign matter such as glass, dirt, insect parts, hair, wood, and metal shall be rejected.

Evidence of freezing or defrosting or the presence of any product not in excellent condition shall cause rejection of the involved lot.

Processing – Temperatures:

The temperature of the flaked meat immediately following flaking shall not exceed 40 degrees fahrenheit. The temperature of the meat shall not exceed 42 degrees fahrenheit at any time

during processing or other preparation up to and including placement in the freezer. Use of dry ice is permitted to maintain temperatures.

Flake-cutting Process:

The boned and trimmed veal and/or calf shall be in excellent condition prior to flaking; i.e., exposed lean and fat surfaces shall be of a color and bloom normally associated with the class, grade, and cut of meat, and typical of meat which has been properly stored and handled. The boned and trimmed veal and/or calf shall be flaked.

Time of Processing:

The boned and trimmed meat shall be processed through the flaking machine and placed in the freezer for further processing within seventy-two (72) hours. The boned and trimmed meat shall be formed, sliced, packaged and packed within ten (10) days after processing through the flake cutting machine.

Mixing:

The flaked product shall be thoroughly mixed mechanically. Mixing shall continue until product becomes moderately sticky.

Freezing and Tempering:

The flake-cut and mixed product shall be mechanically stuffed under vacuum in suitable plastic bags, frozen, and tempered.

Forming and Slicing:

The tempered product shall be pressed or formed. The formed product shall be sliced in equipment designated to provide a uniform, finished steak weight of 4 ounces. Package size shall be 6 lb., with 6 package/master case.

Breading:

All breading and batter shall be applied by machine. Used breading may be removed, when necessary, to clean containers for use the same day. Any unused batter or breading in the machine at the end of the day's run shall be discarded. Combined breading and batter shall not exceed 25 percent by weight. The breading shall be applied in such a manner that the weight of the breaded steak shall comply with the weight specified for forming and slicing.

Note: Continuous Processing:

The flaking, mixing, stuffing, bagging and placement in the freezer shall be a continuous process completed within one (1) working day. The tempering, pressing (forming), slicing, packaging, packing, and placement in the freezer shall be a continuous process and, except for tempering, shall be completed within one (1) working day.

Finished Product Requirements:

Product must have the capability to be prepared either by deep frying, skillet frying or oven baking and to retain the same crisp breading and overall appearance regardless of the method of preparation.

Each breaded veal steak shall weigh 4 oz. of which breading shall not exceed 25% of the total weight of the steak. Package size shall be six (6) pounds with six (6) packages per master case.

Each six (6) lb. package must contain method of preparation instructions for deep frying, skillet frying and oven baking.

The sample unit shall be an individual veal steak. Veal steaks shall be examined for defects. The finding of any foreign material in the product shall be cause for rejection of the entire shipment. This determination shall be made by the New Jersey Quality Assurance Laboratory or Using Agency. The finding of any steak with a foreign odor (e.g., musty, moldy, chemical) shall be cause for refection of the entire shipment. Fat content of meat shall not exceed 20.0%.

The price of veal with a fat content from 21.1% to 23.9% shall be discounted as follows:

Percent fat*	applicable discount (percent of contract price)
21.1----22.0	2.0
22.1----23.0	4.0
23.1----23.9	6.0

*based on the arithmetic average of fat analysis of three random selected sample unit parts of production lot.

Examination for Coating Content:

The coating content for steaks shall be determined by the following procedures:

The steak sample shall be randomly selected from each shipment to satisfy confidence level. Each breaded steak shall be weighed and the weight recorded. The breading shall be scrapped off and collected to determine the weight of the breading and the percent coating. The percent coating is calculated by the following formula:

Percent coating = weight of breading divided by total weight of breaded veal steak

Not more than 10% of steaks may exceed the 25% percent by weight coating requirements. None of the steak shall exceed 27.0% of breading.

Composition of Breading:

The breading may contain the following ingredients:

Wheat flour, cornmeal, cracker meal, soy flour, modified food starch, non-fat dried milk powder, soybean oil, onion powder, whole dry eggs, corn oil, Hydrolized Vegetable Protein, salt and spices - no coloring will be added. Monosodiumglutomate is not permissible.

Packaging, Packing and Marking Requirements:

Packaging:

The steaks shall be placed in boxes lined with polyethylene bags. The bags shall be thermo-sealed on the bottom and thermo-sealed or tied with disposable tie on top end. The bags shall be of sufficient size to line the interior surface of the box completely and shall overlap not less than five (5) inches (127mm) along the center of the longer axis after the bag is folded down over the packed portions. The steaks shall be arranged in layers with each layer no thicker than the thickness of one steak. Each layer of steaks shall be separated from each adjacent layer with a single sheet of polyethylene not less than 1 inch (25mm) longer than the length and width of the container. In addition, a sheet of polyethylene shall be placed between the bottom of the bag and the first layer and another placed on top of the last layer (top layer) packed in the box.

Marking and Labeling:

Each container shall be legibly labeled to show the name of the product, such as "veal steak breaded", item number, contract number, product number, net weight, plant number, name and address, and date of packing (month, day, and year). Each container shall be marked "store at 0 degrees fahrenheit or below".

Inspection and Receiving:

After freezing and prior to loading at point the of shipment, the internal temperature of the vehicle should be 0 degrees fahrenheit or less. Each lot of commodity shall be examined for identity, condition, internal temperature (temperature shall not exceed 0 degrees fahrenheit), markings, labeling, packaging, net weight, and any other contract requirement. Receiving inspection shall include observation of vehicle sanitation, pre-cooling, and loading, but this will not relieve the contractor of responsibility for proper loading and bracing and compliance with all terms of the contract.

Shipment and destination examination:

Shipments shall be made in mechanically refrigerated freezer trucks capable of maintaining 0 degrees fahrenheit or below temperatures. The refrigeration shall be in proper working condition.

It shall be the responsibility of the contractor to provide the protective services necessary to adequately protect the commodity while in transit, in storage, and until delivery is accepted by the State of New Jersey Distribution Center, 1620 Stuyvesant Avenue, W. Trenton, New Jersey.

Product shall be delivered not more than 14 days following date of packing.

3.6.2 VEAL STEAKS, FLAKED, FORMED, FROZEN (LINE ITEM #00002)

NEW JERSEY SPECIFICATION NO. 2959-08

Scope:

This specification covers frozen veal steaks that are flaked and formed.

Source of Commodity:

The meat shall be from veal and/or calf slaughtered in, and the finished product shall be prepared and handled in, an establishment(s) regularly operated under the meat and poultry inspection regulations of the USDA except that the packed veal steaks may be frozen and stored in commercial cold storage warehouses operated in accordance with the meat and poultry inspection regulations, of the USDA. The plant must have an approved USDA-HAACP guideline plan being utilized routinely for all beef products processed within the plant.

Material:

Veal and/or calf shall be the only meat ingredient used and shall be accepted in the fresh-chilled state. Veal and/or calf may be derived from any combination of carcasses, quarters, and/or recognizable primal cuts (square-cut shoulders, racks, loins, or legs) which qualify for the United States standard quality grade or higher. At the option of the contractor, any combination of the racks, loins, breasts, flanks, or fore shanks may be removed from carcasses and/or quarters. All veal/calf destined for use in the product shall be in excellent condition; i.e., exposed lean and fat surfaces shall be of a reddish pink color and bloom normally associated with the class, grade, and cut of meat, and typical of meat which has been properly stored and handled. Cut surfaces and naturally exposed lean surfaces shall show no more than slight darkening or discoloration

due to dehydration, aging and/or microbial activity. Changes in color and odors characteristically associated with vacuum packaged meat in excellent condition shall be acceptable. Also, the veal and/or calf shall show no evidence of freezing, defrosting, or mishandling.

Boning and Trimming:

The veal and/or calf shall be made completely boneless and have the following removed and excluded:

The heavy opaque connective tissue on the surface of the outside round adjacent to the knuckle. Ligaments including back strap (ligamentum nuchae).

The tendinous ends of shanks, clods, knuckles, and bottom rounds to point where a cross-sectional cut exposes at least 75 percent lean tissue.

The membranous covering on skirts, flanks, hanging tendons, and the abdominal section of short plates.

The major lymph glands, i.e., prefemoral in the flank; popliteal in the round; prescapular in the chuck.

Thymus glands and heart fat.

Cartilage.

Kidneys.

Pizzle eyes.

Bruises, blood clots, and discolored meat including neck meat discolored with blood.

Major blood vessels.

Dehydrated surfaces.

Cod, udder, kidney, and pelvic fat.

Formulation:

The formulation may be based on either bone-in or boneless weights as declared prior to the boning operation. The product may be produced from veal and/or calf. In either case, not less than fifty percent of the formulation shall be from any one of any combination of primal cuts (square-cut chucks, racks, trimmed loins, or legs) and the remaining fifty percent or less may be from any combination of rough cuts (fore shanks, flanks, or breasts). Veal and/or calf may be offered for formulation in the form of carcasses, sides, quarters, or cuts. Primal cuts which have had a slight amount of bruised meat fully removed will be acceptable. Primal cuts which have had more than a slight amount of lean removed, and are therefore ineligible to be included in the formulation as primal cuts, may be included as rough cuts. Boneless meat originating from primal cuts and rough cuts shall be thoroughly blended prior to further processing.

Acceptability of product shall be determined by the Quality Assurance Laboratory. Product containing foreign matter including glass, dirt, insect parts, hair, wood, and metal shall be rejected.

Evidence of freezing or defrosting or the presence of any product not in excellent condition shall be cause for rejection of the involved lot.

Processing-Temperatures:

The temperature of the flaked meat immediately following flaking shall not exceed 40 degrees fahrenheit. The temperature of the meat shall not exceed 42 degrees fahrenheit. at any time during processing or other preparation up to and including placement in the freezer. Use of dry ice is permitted to maintain temperatures.

Flake-Cutting Process:

The boned and trimmed veal and/or calf shall be in excellent condition prior to flaking; i.e., exposed lean and fat surfaces shall be of a color and bloom normally associated with the class,

grade, and cut of meat, and typical of meat which has been properly stored and handled. The boned and trimmed veal and/or calf shall be flaked.

Time of Processing:

The boned and trimmed meat shall be processed through the flaking machine and placed in the freezer for further processing within seventy-two (72) hours, the boned and trimmed meat shall be formed, sliced, packaged and packed within ten (10) days after processing through the flake cutting machine.

Mixing:

The flaked product shall be thoroughly mixed mechanically. Mixing shall continue until product becomes moderately sticky.

Freezing and Tempering:

The flake-cut and mixed product shall be mechanically stuffed under vacuum in suitable plastic bags, frozen, and tempered.

Forming and Slicing:

The tempered product shall be pressed and formed to provide steaks in an oval shape. The formed product shall be sliced in equipment designed to provide uniform, finished reddish pink steak weight of four (4) ounces. Package size shall be six (6) packages per master case.

Note: Continuous Processing:

The flaking, mixing, stuffing, bagging and placement in the freezer shall be a continuous process completed within one (1) working day. The tempering, pressing (forming), slicing, packaging, packing, and placement in the freezer shall be a continuous process and except for tempering shall be completed within one (1) working day.

Finished Product Requirements:

The sample unit shall be an individual veal steak. Veal steaks shall be examined for defects. The finding of any foreign material in the product shall be cause for rejection of the entire shipment. This determination shall be made by the State of New Jersey Quality Assurance Laboratory. The finding of any steak with a foreign odor (e.g., musty, moldy, chemical) shall be cause for rejection of the entire shipment. Fat content of meat shall not exceed 20%. Finished veal steaks with defects such as brown color shall be subject to rejection.

Fat Analysis:

Fat content in veal steaks shall be determined by chemical analysis as described under AOAC Methods of Analysis, 14th edition 1984 – section 24.001 through 24.005 and shall be performed upon three sample units from each production lot. The analysis shall be conducted in the New Jersey Quality Assurance Laboratory located at the Distribution Center, Trenton, New Jersey.

The samples of meat shall be drawn according to AOAC methods of analysis, section 24.000 through 24.005 and USDA meat and meat products specifications - item no. 301 (institutional meat purchase specifications for fresh veal approved by USDA effective April, 1962).

If fat content shown by the above analysis, from one out of three (3) individual sample units is more than 24.0% the meat shall be re-sampled for analysis. If the re-sampled unit shows more

than 24.0% fat or if the average of the three (3) sample units is more than 24.0%, the veal shall be rejected.

The prices of veal steaks with fat content from 21.1% to 23.9% shall be discounted as follows:

Percent fat*	applicable discount (percent of contract price)
21.1 - 22.0	2.0%
22.1 - 23.0	4.0%
23.1 - 23.9	6.0%

*based on the arithmetic average of fat analysis of three random sample unit parts of a production lot.

Packaging, Packing and Marking Requirements:

The steaks shall be placed in boxes lined with polyethylene bags. The bags shall be thermo-sealed at the bottom end and thermo-sealed or tied with a disposable tie at the top end. The bags shall be of sufficient size to line the interior surface of the box completely and shall overlap not less than five (5) inches (127mm) along the center of the longer axis after the bag is folded down over the packed portions. The steaks shall be arranged in layers with each layer no thicker than the thickness of one steak. Each layer of steaks shall be separated from each adjacent layer with a single sheet of polyethylene not less than one (1) inch (25mm) longer than the length and width of the container. In addition, a sheet of polyethylene shall be placed between the bottom of the bag and the first layer and another placed on top of the last layer (top layer) packed in the box.

Marking and Labeling:

After freezing and prior to loading at the point of shipment, each lot of commodity shall be examined for identity, condition, internal temperature (temperature shall not exceed 0 degrees fahrenheit), markings, labeling, packaging, net weight, and any other contract requirement. Receiving inspection shall include observation of vehicle sanitation, pre-cooling, internal temperatures of vehicle (0 degrees fahrenheit) and loading, but this will not relieve the contractor of responsibility for proper loading and bracing and compliance with all terms of the contract.

Shipment and Destination Examination:

Shipments shall be made in mechanically refrigerated freezer trucks capable of maintaining 0 degrees fahrenheit or below temperatures. The refrigeration should be in proper working condition.

It shall be the responsibility of the contractor to provide the protective services necessary to adequately protect the commodity while in transit, in storage, and until delivery is accepted by the State of New Jersey Distribution and Support Services.

3.6.3 BEEF STEAKS, EMULSIFIED (LINE ITEM #00003)

N.J. Specification no. 2950-11

A. Description:

Emulsified minute steak may be produced from any boneless portion of the following cuts: rib, primal, cross-cut chuck, round (rump and shank on) primal and loin, fully trimmed. However, when present, the following must be removed and excluded: bone, cartilage, opaque membranous tissue, major boneless cuts. The meat shall be ground to obtain a homogenous

emulsion so that it can be rolled into a shape, frozen and sliced into wafer steaks. The final product must exhibit a finely emulsified grind. Coarser grinds are not acceptable. The minute steaks must display a bright pink or bright red color.

B. Analytical Data:

Fat	25.0% max
Bacteriological standard	
Plate count	100,000/gm. Max.
E. coli (mpn)	10/gm. Max.
Coagulase postive staph	100/gm. Max.
Salmonella	neg. In 25 grams.
Additives	none.

C. Fat Determination:

Analyses shall be determined by the Quality Assurance Laboratory in accordance with the Official Methods of Analyses of the Association of Official Analytical Chemists, 15th Edition, 1990 - Section 39 of Meat and Meat Products. Products shall be rejected if the fat content exceeds 25.0%.

D. Marking and Labeling:

The minute steaks shall be packaged in thirty (30) pound cases. Each case shall contain six (6) 5 lb. packages. Each package shall have thirty (30) steaks. Each container shall be legibly labeled to show the order number, net weight, USDA grade mark, USDA inspection mark, plant number, name and address, and date of packing (month, day and year). Each container shall be marked ("store at 0 degrees fahrenheit or below") or similar words.

E. Inspection and Check Loading:

After freezing and prior to loading at the point of shipment, each lot of a commodity shall be examined for identity, condition, internal temperature (temperature shall not exceed 0 degrees fahrenheit), markings, labeling, packaging, net weight (test weight), and any other contract requirement.

The check of loading shall include observations of vehicle sanitation, pre-cooling, and loading, but this will not relieve the contractor of responsibility for proper loading and bracing and compliance with all terms of the contract.

F. Shipment and Destination Examination:

Shipment shall be made in mechanically refrigerated freezer trucks capable of maintaining 0 degrees fahrenheit or below temperatures. Date of pack must be marked on each box.

It shall be the responsibility of the contractor to provide the protective services necessary to adequately protect the commodity while in transit, in storage, and until delivery is accepted by Distribution & Support Services.

3.6.4 PORK ROLL, SEMI-DRIED AND SMOKED (LINE ITEM #00004)

N.J. Specification no. 860

GENERAL REQUIREMENTS

Material - The product offered must be made from skeletal pork only excluding head meat. It shall be entirely free from tendons, cartilage, ligament and bone and practically free of sinew and fibrous tissue. The pork used in the preparation of the product shall be sound, standard, commercial kinds of good quality and excellent condition. The product shall contain no more than 25% trimmable fat; that is, fat which can be removed by practicable trimming and sorting of the skeletal pork. Trimmings that are soft or oily and those having dark, coarse muscle fibres or seedy belly trimmings are not permissible. No more than 200 parts per million of nitrite shall appear in the finished product.

Processing - The meat shall be initially ground or chopped into pieces of not more than 1/2 inch. After mixing with curing agents and spice, it shall be held for a period of not less than 24 hours. The product shall then be reground through a plate with holes not exceeding 1/8" in diameter. After regrinding the meat shall be stuffed into specified cloth containers and smoked for a period of not less than 12 hours. After smoking and regrinding, the product shall be heated to a temperature of not less than 140 degree internal, making it "ready to eat" according to the U.S. Government specifications. Other equal approved methods under Section 18.10 U.S.D.A. meat inspection regulations may be employed to destroy trichinae.

Packaging - The meat shall be contained in a cloth bag which shall bear a printed list of the ingredients in the order of predominance. The bag shall also bear the manufacturer's name and location. The bag shall weigh 6 lbs. exactly or as otherwise specified for the individual using agency.

Finished Product Characteristics

The finished product shall be firm and dry. The cut surface shall be relatively smooth. The product shall have a uniform, bright, grayish pink color and show a high degree of cohesion. The product shall have acquired the taste and flavor characteristic of this type of product, indicating that it has been held for necessary periods under refrigeration and/or drying rooms, under proper temperature and humidity conditions.

Inspection - The product shall not require continuous supervision during the manufacturing process but is subject to official (U.S.D.A.) checking for conformance. Each hog must be stamped with the official acceptance stamp of the U.S. Department of Agriculture.

3.6.5 HAM, FULLY COOKED, CURED (LINE ITEM #00005)

Scope:

This specification covers boneless, fully cooked, cured ham packaged in polyethylene material and processed for refrigerated storage. The individual hams shall be packaged in ten (10) pound net weight plastic liners. The finished product must be in compliance with IMPS item # 508 and modified by the following specification below.

Classification:

The packaged ham must conform to the following type, style, and shape which is listed within each line item description contained on each individual purchase order.

Type B - Polyethylene plastic bag package

Shape B - Pullman shaped, Rectangular 4" X 4" block

Style B - Whole Ham (prepared as specified under Material and Processing)

Flavoring A or B - Smoke Flavoring not required but may be added (if added must be listed on label)

General Requirements

Material:

The cured ham shall be prepared from standard short-cut, well trimmed ham of good quality and condition, prepared and handled in accordance with good commercial practice and meeting the detailed requirements herein and as pertinent to the type, style, class, shape, and weight range specified. The ham and components used in preparing the product shall be sound and free from foreign odor or flavor, extraneous matter, and detrimental damage. The ham shall be removed from the well-chilled (32 to 45 deg. F. internal at the bone in the thickest part of the ham) hog carcass side at a point approximately not more than 2 3/4 inches, nor less than 2 1/4 inches anterior to the exposed knob of the aitch bone. The shank shall be cut off at or above the hock joint but not beyond the stifle joint for Style B whole ham. The ham shall be properly faced, and closely and smoothly trimmed at the flank and cushion. The ham may be skinned and defatted and otherwise handled, to reflect the physical characteristics relevant to the finished product. The ham shall have at least fairly good conformation, and the flesh shall be at least moderately firm; The lean meat shall show at least some marbling and possess a bright and uniform (slight two-toned permissible) color ranging from light pink or grayish pink to light red and shall have a moderately fine smooth texture. The fat shall be firm and at least fairly white without evidence of oiliness. Ham with superficial cuts, slight blemishes, and defects which do not appreciably affect the finished product or interfere with the making of satisfactory slices may be used. Gelatine and other conventional permissible ingredients may be used in preparing the product. The gelatin shall be of good commercial quality and be fairly clear when dissolved, and shall be used only in amount as necessary to solidify the juices to prevent liquefaction at internal ham temperatures ranging from 30 to 65 deg. F., and to give added stability, cohesion (binding property), and slice-ability to the finished product under normal and typical conditions without being watery, extremely soft, tough, or rubbery or excessive in amounts in the above accordance with commercial practice. All materials used shall be in excellent condition at the time of delivery. No organ type of meat is permitted within this product.

Processing:

Curing:

The ham shall be mildly and thoroughly but not excessively cured in a well-blended mixture comprised of salt, sugar, sodium nitrate, sodium nitrite (potassium salts may be used) with water and when pumped with or without permissible phosphate, added to the pumping pickle, or cured by any recognized conventional method which will give equivalent results, and impart the typical ham flavor, aroma, bright stable color, cohesion, slice-ability to the finished product. Final curing gain, as related to the prepared ham at the time of canning, shall be in conformance with Federal Meat Inspection Regulations.

Cooking:

The ham shall be cooked and handled as applicable according to the following method so that the product will possess the finished product characteristics specified. Ham which is cooked without steam pressure, but as authorized by Federal Meat Inspection will be labeled with the perishable warning "Perishable, Keep Under Refrigeration". Ham prepared according to this method, shall be heated to attain an internal ham temperature of not less than 150 deg. F. The finished product shall be stored promptly after cooking and preliminary chilling (cooling with cold water or shower permissible), drying, etc., as necessary and be delivered and handled under appropriate refrigeration (30 to 50 deg. F.) under suitable conditions, and in a manner that will preclude damage (freezing, rendering of fat, dripping moisture, severe condensation, rust, open seams, severed dents, loss of vacuum, leakage, contamination, deterioration, etc.), as applicable to the product, can, and shipping container. The ham shall not be frozen at any time.

Packaging:

The ham prepared for packaging shall be free from skin, bone, major tendons, ligaments, cartilages, bruises, blood clots, large blood vessels, pizzle ends, and practically all pelvic and loose fat, visible seam fat (intermuscular) exceeding one half (1/2) inch in thickness, and any excess surface fat closely removed and excluded. The finished product shall be rectangular in shape and shall have approximate dimensions of 4" X 4" X 17". The total weight of each individual ham must be a minimum of ten (10) lbs. Each ham must be packaged in polyethylene plastic wrappers. The master case shall contain either 4/10 lb. plastic packages per case or 5/10 lb. plastic packages per case. Each ham shall be packaged in a polyethylene plastic liner that is either vacuum sealed or attached on each end securely with metal ties. The plastic packaging material must have a minimum thickness of 0.005 inches. The material must provide an impervious barrier to the outside elements and must exhibit sufficient toughness and durability to be routinely handled in a warehouse environment. The product shall be smoothly wrapped within the plastic material with no bulging, splitting, warping or air pockets displayed within the finished product packaging. The product must not show any visible excess accumulations of fat, gelatinous material, or moisture when observed through the polyethylene liner. The major muscle fibers should be running lengthwise or parallel to the packaging in order to provide maximum slice-ability.

Labeling:

A prominent label must appear on each individual ten (10) lb. package of ham. The net weight of ten lbs. must appear on the label. In addition, the following classifications must appear on the label: description, brand name, product code number, USDA plant number and insignia, list of ingredients, and the manufacturers name and address. Also, the "Keep Under Refrigeration" requirement shall be listed on each label. The forty (40) or fifty (50) pound master case must display the product description, brand name, net weight, product code number, manufacturer, date of packing, and the "Keep Under Refrigeration" requirement.

Chemical Analyses:

The hams shall comply with the following chemical analysis requirements. All testing methods performed are according to the latest edition of the Official Methods of Analysis of the Association of Official Analytical Chemists (AOAC).

Test	Requirement
Total Protein Content	16.5 % minimum
Total Fat Content	6.0 % maximum
Salt Content (NaCl)	4.0 % maximum
Total Moisture Content	72.0 % maximum
Protein Fat Free Percentage (PFF)	17.0 % minimum
Total Purge	2.0 % maximum

Physical Analyses:

The finished product shall remain intact when removed from the original plastic packaging. The ham shall display the appearance of a whole muscle product and the polyethylene liner shall completely cover the ham. The ham must exhibit characteristics of being thoroughly cooked without evidence of undercooking or overcooking. The ham must be tender, fairly firm, and possess a reasonably bright, uniform, well cured cooked ham color. The color shall be reddish pink and shall be stable without fading, greening, or any other discoloration. There shall be no two-tone color areas and no foreign colored area measuring greater than square inch. The product shall have an odor and flavor that is synonymous with good quality cooked ham. The product shall be free from cavities on the exterior surface more than inch in width, 1 inch in

length, and inch in depth. The finished product must be free from air pockets that are greater than square inch in area. There shall be no exterior areas of fat, bone, cartilage, blood clots, or bruises greater than inch in any dimension. No areas of skin greater than inch in any dimension are acceptable. There shall be no undue separation of muscle meat within the individual ham.

Inspection upon delivery:

Each shipment of ham will be inspected at the DSS warehouse loading dock by DSS QA Inspection. The product will be inspected according to the following categories: identity, condition, markings, labeling, packaging, net weight and other contract requirements. QA Inspection also includes observation of vehicle sanitation, and all other salient characteristics. The internal temperature of the refrigerated delivery truck shall not exceed 40 deg. F. at the time of inspection at the loading dock. The ham when examined at the place of delivery must have an internal temperature between 30 deg. F and 50 deg. F. The packages must exhibit sound external packaging characteristics and show no signs of being overfilled, warped, bulged, or cracked. All labeling must be in conformance with the above previously stated requirements under Labeling. All master cases must be in good condition and have no signs of moisture leakage, damage, deterioration, contamination, or weakness. Any case or container not complying with the above requirements is subject to immediate rejection by QA Inspection.

Shelf Life/ Pack Date:

The delivered product must have a guaranteed minimum shelf-life of six (6) months from the date of pack when stored and handled under proper refrigerated conditions. (28 deg. F. to 40 deg. F). The date of pack shall be indicated on the individual package label or the master case label. This can be accomplished through Julian date codes or other manufacturing codes. At the time of delivery, no product will be accepted that is greater than 45 days removed from the original pack date.

3.6.6 ROAST BEEF, OVEN ROASTED, FROZEN OUTSIDE ROUND, BOTTOM ROUND FLAT (LINE ITEM #00006)

Scope:

This specification covers whole, oven roasted, outside round (bottom round, flat) roast beef. This product can be injected with isolated soy protein and other non-meat ingredients.

Salient Characteristics:

The roast beef shall be provided in whole or log form possessing a total weight range between 10-15 lbs. This product must be comprised of whole muscle components only. The whole or log form shall be packaged one (1) per case. The finished products must be in compliance with IMPS # 171B and modified by the following specification below. The product must be an outside round, bottom round (flat) and it is permissible to inject the product with a solution comprised of isolated soy protein. The product must be in the frozen state when received at the DSS Warehouse.

Source:

The beef shall originate from animals slaughtered in and the finished product shall be prepared and handled in, an establishment that is regularly operated under the Meat and Poultry Inspection Regulations of the USDA-FSIS. The plant must have an approved USDA-HAACP guideline plan being utilized routinely for all beef products processed within the plant. The boneless item shall consist of the biceps femoris and contain the gluteus medius, gluteus profundus and gluteus accessorius. The loin end shall expose the biceps femoris equal to or larger than the gluteus medius (when present). The outside round is separated from the top round, knuckle, heel, and semitendinosus (eye of round) between the natural seams. All bones cartilages, sacrociatic ligament and the lean and fat that overlaid the ligament, the opaque heavy connective tissue

(silver skin) along the ventral side, and the popliteal lymph gland shall be removed. The product must be “strap off” and eye round removed.

Processing:

Prior to roasting, all products submitted as complying with the specification, must be in excellent condition. Prior to roasting, all exposed lean and fat surfaces must be of the color typically associated with fresh beef. Cut surfaces and naturally exposed lean surfaces shall show no more than slight darkening or discoloration due to dehydration, aging, and/or microbial activity. The exposed fat areas shall show no more than very slight discoloration due to oxidation or microbial activity. No odors foreign to fresh meat shall be present. All beef must be maintained in excellent condition throughout the processing, storage and transit of product.

The maximum thickness of fat at any one point within the whole or log bottom round shall not exceed ¼ inch.

The product can be injected with an isolated soy protein solution containing other non-meat ingredients. The solution must be evenly dispersed throughout the entire whole bottom round. The maximum allowable non-meat ingredient percentage shall not exceed 35 % of the final product weight after cooking (end pump). There shall be no staining or discoloration caused by the processing within the finished product. Allowable non-meat ingredients include water, salt, isolated soy protein, dextrose, sodium phosphate, roast beef marinade, seasoning, and flavoring. Carrageenan is not permitted within this product.

The product must be oven roasted to a “medium” cooking designation. There shall be no deviation from this “medium” cooking requirement. The beef must be cooked in accordance with all acceptable USDA guidelines. The product should reach an internal minimum temperature of 142 deg. F during the cooking process. After the oven roasting process, the product is not permitted to exceed 35 % of the total final weight in non-meat ingredients.

The product shall then be packaged and vacuum-sealed in a commercially acceptable plastic package. The package label must be in accordance with the Labeling Section listed within this specification. The roast beef product must not exceed 5 % in total purge solution within the plastic package. Upon completion of the cooking cycle, the product must be cooled to a refrigerated temperature of less than 40 deg. F within 24 hours and the product must then be frozen to a temperature of 0 deg. F or below within 72 hours of final processing and packing. This product must be delivered to the State of New Jersey, DSS warehouse within 45 days of the final freezing process.

Color, Odor, Flavor and Texture

The final product must exhibit a color, odor and texture that is characteristic of a good quality roast beef product.

Finished Product Requirements:

Chemical Analyses/Nutritional Analyses:

Test	Requirements
Total Fat Content	10 % maximum.
Protein Content	14 % minimum.
Sodium Content	250 mg. maximum
per 1 ounce of finished product.	
Total Moisture Content	75 % maximum.
Cholesterol Content	15 mg. maximum

per 1 ounce of finished product.

Calories	40 calories maximum per 1 oz. serving.
Total Purge	5 % maximum.
Carrageenan	None
Isolated Soy Protein	Presence is permitted.
Sodium Phosphate	Presence is permitted.
Palatability on Hedonic Scale.	7.00 minimum

Bacteriological Analyses:

Standard Aerobic Plate Count	10,000 CFU/ gram maximum
Yeast and Mold Count	10 CFU/gram maximum
Coliforms	10 CFU /gram maximum
E Coli	Negative
Salmonella	Negative
Staphylococcus	Negative
Lysteria monocytogenes	Negative

Packaging & Labeling:

The roast beef shall not be contained within any type of netting. The product must be vacuum packed and hermetically sealed within a commercially acceptable plastic package. The plastic package must be impervious to all common contaminants, air, moisture and microbes.

The package must exhibit a suitable and fully legible label. The label must possess the brand name and product code number. If the label does not contain the product code number, it will be cause for immediate rejection upon delivery. The label must also display the entire list of ingredients. If the product is coated, the label must state the ingredients that the product is coated with. The label must also bear the official USDA approved plant number within the appropriate insignia label. In addition, the manufacturer's / processor's name and address must appear on the label.

The roast beef whole or log bottom round shall weigh between ten (10) to fifteen (15) pounds net weight. Each whole or log bottom round shall be packaged one (1) per case and the net weight shall appear on each individual case.

Each shipment to the DSS warehouse shall contain a tally sheet listing all the weights of each case of roast beef contained within the entire shipment. The master case shall also exhibit the item description along with the brand name and product code number. The master cases must be designed to fully protect the product from normal physical damage during shipment handling and storage. The cases shall be acceptable by common carrier under National Motor Freight Classification or Uniform Freight Classification.

Shelf Life:

The oven roasted finished product shall possess a minimum frozen shelf life of 12 months from the time of processing and packing.

3.6.7 CORNED BEEF, FROZEN, FULLY COOKED, CURED OUTSIDE ROUND, BOTTOM ROUND FLAT (LINE ITEM #00007)

Scope:

This specification covers whole, oven cooked, outside round (bottom round, flat) corned beef. This product can be injected with isolated soy protein and other non-meat ingredients. The product must be cured utilizing approved curing agents.

Salient Characteristics:

The corned beef shall be provided in whole or log form possessing a total weight range between 9 - 14 lbs. This product must be comprised of whole muscle components only. The whole or log form shall be packaged one (1) per case. The original whole product must be in compliance with IMPS # 171B and modified by the following specification below. The product must be an outside round, bottom round (flat) and it is permissible to inject the product with a solution comprised of isolated soy protein. The product must be in the frozen state when received at the DSS Warehouse.

Source:

The beef shall originate from animals slaughtered in and the finished product shall be prepared and handled in, an establishment that is regularly operated under the Meat and Poultry Inspection Regulations of the USDA-FSIS. The plant must have an approved USDA-HAACP guideline plan being utilized routinely for all beef products processed within the plant. The boneless item shall consist of the biceps femoris and contain the gluteus medius, gluteus profundus and gluteus accessorius. The loin end shall expose the biceps femoris equal to or larger than the gluteus medius (when present). The outside round is separated from the top round, knuckle, heel, and semitendinosus (eye of round) between the natural seams. All bones cartilages, sacrociatic ligament and the lean and fat that overlaid the ligament, the opaque heavy connective tissue (silver skin) along the ventral side, and the popliteal lymph gland shall be removed. The product must be "strap off" and eye round removed.

Processing:

Prior to cooking, all products submitted as complying with the specification, must be in excellent condition. Prior to cooking, all exposed lean and fat surfaces must be of the color typically associated with fresh beef. Cut surfaces and naturally exposed lean surfaces shall show no more than slight darkening or discoloration due to dehydration, aging, and/or microbial activity. The exposed fat areas shall show no more than very slight discoloration due to oxidation or microbial activity. No odors foreign to fresh meat shall be present. All beef must be maintained in excellent condition throughout the processing, storage and transit of product.

The maximum thickness of fat at any one point within the whole or log bottom round shall not exceed ¼ inch.

The product can be injected with an isolated soy protein solution containing other non-meat ingredients. The solution must be evenly dispersed throughout the entire whole bottom round. The maximum allowable non-meat ingredient percentage shall not exceed 35 % of the final product weight after cooking (end pump). There shall be no staining or discoloration caused by the processing within the finished product. Allowable non-meat ingredients include water, salt, isolated soy protein, dextrose, sodium phosphate, seasoning, and flavoring. Carrageenan is not permitted within this product. The product must be cured or pickled using Sodium or Potassium Nitrite or other approved curing agent listed in 9 CFR Part 318.7. Sodium Erythorbate is also permitted. No Sodium Nitrate is permitted. Uneven curing (blotching or spotting) will not be acceptable.

The product must be oven cooked to a "medium" cooking designation. There shall be no deviation from this "medium" cooking requirement. The beef must be cooked in accordance with

all acceptable USDA guidelines. The product should reach an internal minimum temperature of 145 deg. F during the cooking process. After the oven cooking process, the product is not permitted to exceed 35 % of the total final weight in non-meat ingredients. Product shall be trimmed of any hanging fat or tissue that may occur during the cooking or processing of the meat before packaging.

The product shall then be packaged and vacuum-sealed in a commercially acceptable plastic package. The package label must be in accordance with the Labeling Section listed within this specification. The cooked beef product must not exceed 5 % in total purge solution within the plastic package. Upon completion of the cooking cycle, the product must be cooled to a refrigerated temperature of less than 40 deg. F within 24 hours and the product must then be frozen to a temperature of 0 deg. F or below within 72 hours of final processing and packing. This product must be delivered to the State of New Jersey, DSS warehouse within 45 days of the final freezing process.

Color, Odor, Flavor and Texture

The final product must exhibit a color, odor, and texture that are characteristic of a good quality corned beef product. No signs of uneven curing or cooking shall be acceptable. The whole round must exhibit a fresh odor and appearance with absolutely no evidence of any discoloration or rancid odors.

Finished Product Requirements:

Chemical Analyses/Nutritional Analyses:

Test	Requirements
Total Fat Content	10 % maximum.
Protein Content	14 % minimum.
Sodium Content	280 mg. maximum per 1 ounce of finished product.
Total Moisture Content	75 % maximum.
Cholesterol Content	15 mg. maximum per 1 ounce of finished product.
Calories	40 calories maximum per 1 oz. serving.
Total Purge	5 % maximum.
Carrageenan	None
Isolated Soy Protein	Presence is permitted.
Sodium Phosphate	Presence is permitted.
Palatability	7.00 minimum on Hedonic Scale.

Bacteriological Analyses:

Standard Aerobic Plate Count	10,000 CFU/gram maximum
Yeast and Mold Count	10 CFU/gram maximum
Coliforms	10 CFU /gram maximum
E Coli	Negative
Salmonella	Negative
Staphylococcus	Negative
Lysteria monocytogenes	Negative

Typical Ingredient List:

Corned Beef, Water, Salt, Sugar, Sodium Phosphates, Flavorings, Sodium Erythorbate, Sodium Nitrite, other curing ingredients.

Packaging & Labeling:

The corned beef shall not be contained within any type of netting. The product must be vacuum packed and hermetically sealed within a commercially acceptable plastic package. The plastic package must be impervious to all common contaminants, air, moisture and microbes.

The package must exhibit a suitable and fully legible label. The label must possess the brand name and product code number. If the label does not contain the product code number, it will be cause for immediate rejection upon delivery. The label must also display the entire list of ingredients. If the product is coated, the label must state the ingredients that the product is coated with. The label must also bear the official USDA approved plant number within the appropriate insignia label. In addition, the manufacturer's / processor's name and address must appear on the label.

The corned beef whole or log bottom round shall weigh between nine (9) to fourteen (14) pounds net weight. Each whole or log bottom round shall be packaged one (1) per case and the net weight shall appear on each individual case.

Each shipment to the DSS warehouse shall contain a tally sheet listing all the weights of each case of corned beef contained within the entire shipment. The master case shall also exhibit the item description along with the brand name and product code number. The master cases must be designed to fully protect the product from normal physical damage during shipment handling and storage. The cases shall be acceptable by common carrier under National Motor Freight Classification or Uniform Freight Classification.

Shelf Life:

The oven cooked finished product shall possess a minimum frozen shelf life of 18 months from the time of processing and packing.

3.6.8 MEATBALLS, FROZEN, PRE-COOKED, (LINE ITEM #00008)

Scope:

This specification covers pre-cooked frozen meatballs suitable for use in institutional food service operations. The frozen meatballs shall be packed in 10 lb. master cases at an average of 160 each/1oz. meatballs per case.

Ingredients:

Meat Ingredients – The meatballs can be comprised of either all-beef or a mixture of chicken and beef. No pork ingredients are allowed. The meatballs cannot be all chicken. The total percent of meat ingredients must be equal to 65% or more. The meat shall conform to the applicable provisions of the Meat and Poultry Inspection Regulations (9 CFR Parts 301 to 350). No carcass components (e.g. cheek meat, head meat, esophagus, hearts, and by-products) shall be used.

The finished meatballs shall be practically free from the following defects: cartilage, coarse connective tissue, tendons, ligaments, or glandular material. The total weight of all defects shall weigh not more than one (1) ounce per one hundred (100) ounces.

Soy Flour/Soy Protein Concentrate/Soy Protein Isolate Compounds - It is allowable to utilize soy protein derivatives such as TVP (Textured Vegetable Protein), ISP (Soy Protein Isolate), or HVP (Hydrolyzed Vegetable Protein) within the meatball formulation. No more than 10% by weight total of these meat extender ingredients is permitted.

Water-

Water used for formulation, washing, and ice making shall conform to the National Primary Drinking Water Regulations.

Bread Crumbs-

Bread crumbs shall be coarse ground, free flowing, and free from burnt, rancid, moldy, or musty odors or flavors.

Other ingredients permitted within the meatball formulation can include: enriched flour, salt, sugar, pepper, onions, hydrogenated soybean and cottonseed oil, yeast, caramel color, flavorings, and spices.

Meatballs Preparation:

The meatballs shall be formulated and prepared as follows:

Ingredients	Percent by Weight
Beef or Beef/Chicken Mix	65% minimum
Soy Protein Derivatives	10% maximum
Bread Crumbs	5% maximum
Salt (NaCL)	2% maximum

The ingredients shall be combined and thoroughly mixed. The mixture shall be ground through grinding plates or chopped to form meatballs of uniform weight and size. The meatball mixture shall be maintained at an internal temperature of 28 deg. F to 40 deg. F for not more than 12 hours prior to the cooking process.

The meatballs shall be cooked until no pink color is visible in the interior of the meatball. The meatballs may be cooked by any commercial method.

The meatballs shall be frozen to an internal temperature of 0 deg. F or below within 72 hours after cooking and cooling down.

Finished Product:

Foreign Material:

There shall be no foreign material such as dirt, insect parts, hair, wood, glass, metal or any other foreign material present within the finished product.

Odor and Flavor:

The frozen meatballs shall possess no foreign odor or flavor such as burnt, scorched, stale, sour, rancid, or moldy.

Color:

The color of the cooked meatballs shall be typical for this type of product. No foreign color or appearance will be acceptable.

Texture:

The texture of the cooked meatballs shall not be rubbery, tough, or mushy.

Uniformity:

All meatballs must be uniform in size and shape and each meatball must weigh approximately one (1) ounce +/- 0.1 ounces.
Each master case must contain a minimum net weight of 10 lbs.

Cooking:

The product shall not exhibit any signs of excessive heating. (darkened or scorched).

Age Requirement:

The frozen cooked meatballs shall be processed, frozen, and packaged not more than 120 days prior to delivery.

Palatability:

The palatability of the finished product must be equal to or greater than seven (7) on the Hedonic Scale of palatability.

USDA Plant:

The finished product shall originate and be produced, processed, and stored in plants regularly operating under the Meat and Poultry Inspection Regulations of the USDA.

Chemical Analyses:

The cooked frozen meatballs must comply with the following requirements:

Test	Requirement
Fat Content	20% maximum
Protein Content	15% minimum
Salt Content (NaCL)	2% maximum
MSG Content	None

Analytical Procedures:

The above test results shall be the average of three (3) separate samples for each requirement. The samples shall be prepared according to the latest edition of the Official Methods of Analysis of the AOAC International, Method 983.18 (b). The test results shall be reported to the nearest 0.1 percent.

Packaging/Labeling:

The frozen cooked meatballs must be packaged in plastic lined and sealed bags within a 10 lb. master case. The master case must contain an average of 160 each/1 ounce meatballs per case. The product label must include the brand name, product code number, net weight, and product description. The manufacturer/processors name and address shall also appear on the labels. The manufacturer's standard pack date code shall appear on each case.

Shelf Life:

The finished product must possess a minimum frozen shelf-life of twelve (12) months from the original pack date stored under standard freezer conditions at 0 deg. F.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at
<http://www.state.nj.us/treasury/purchase/bid/summary/10x21025.shtml>
unless noted otherwise.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal.

The bidder should submit **one (1) full, complete and exact copy**, clearly marked "COPY" of the original.

Copies are necessary in the evaluation of the bid proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE BY THE BIDDER TO SUBMIT A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract.

4.4.2.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract.

4.4.3 SUBMITTALS

4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet accompanying this RFP.

4.4.3.3 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines #00001 through #00005 for evaluation and testing purposes are to be made available at no charge and delivered to DSS at

the bidder's expense. The bidder must, within five (5) working days following a request from the State, submit bid samples to DSS. Bid samples will not be returned. QAL at DSS will conduct laboratory tests to assure that the bid samples submitted for pricing lines #00001 through #00005 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines #00001 through #00005. The testing results of the State are final.

A Qualified Product List (QPL) is being used in this procurement for pricing lines #00006 through #00008. The bidder shall only bid a product on the QPL in response to this RFP. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within five (5) working days following a request from the State, submit a bid sample to DSS. A sample submitted will not be returned. QAL at DSS will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurements can contact the buyer for this RFP after contract award. QAL at DSS will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurement. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurement.

Palatability Testing

The State reserves the right to perform palatability testing of bid samples and products delivered by a test panel appointed by the Chief, DSS. Palatability testing will be supervised and conducted by DSS' Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. If the testing involves a Qualified Product (QPL) and a proposed approved equal basis product, the QPL product will be used as the basis of comparison. In the event a product bid has been determined not to comply with the bid proposal specifications, that product shall not be eligible for contract award.

4.4.4 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.5 PRICING

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request.

Each bidder is required to hold its prices firm for a period of ninety (90) days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

4.4.6 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

4.4.6.1 The bidder may bid any one or more of the individual line items found on the price sheet. There are no "all or none" groupings associated with this RFP, therefore, it is not necessary to bid all line items which will be evaluated on an individual basis.

4.4.6.2 As stated in Section 4.4.5, the information requested on the RFP's pricing lines must be in sufficient detail. Phrases such as "various packers", "and others", "to be provided at time of purchase order", or names of countries are not acceptable and will be cause for bid proposal rejection.

4.4.6.3 The State requires delivery within 30 days after receipt of order (ARO). Bidders who offer less than 30 days ARO must specify their delivery lead time on Item #17 of the signatory page. Delivery times greater than 30 days ARO will not be considered.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's bid proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of six (6) months. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) six-month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

DSS is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by DSS reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 NOT APPLICABLE

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political subdivisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors must submit the required information in Microsoft Excel format.

Failure to report this mandated information will be a factor in future award decisions.

5.13 NOT APPLICABLE

5.14 NOT APPLICABLE

5.15 NOT APPLICABLE

5.16 NOT APPLICABLE

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its bid proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.2.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made on an individual line item basis with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.